

STATE OF INDIANA)
) SS:
COUNTY OF JACKSON)

IN THE JACKSON CIRCUIT COURT

MISC. DOCKET NO. 36 Col -0502-M1-6

IN RE: JEFF FOSTER,)
)
Respondent.)

AVC NO. 05-002

FILED
FEB 03 2005

Sarah M. Bester
CLERK, JACKSON CIRCUIT COURT
BROWNSTOWN, INDIANA

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Jeff Foster, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 475 South O'Brien Street, Apt. 9, Seymour, Indiana, 47274-2459, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1, *et seq.*
4. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Respondent knows or reasonably should know he cannot.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if he does not intend to sell it.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

8. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Twenty-Six Dollars and Fifty Cents (\$26.50) to the Office of the Attorney General on behalf of Karen Kessler of Westminster, Colorado.

9. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Fifty-One Dollars and Five Cents (\$51.05) to the Office of the Attorney General on behalf of Paul Newman of New City, New York.

10. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Thirty-Seven Dollars (\$37.00) to the Office of the Attorney General on behalf of Charles Smith of Wrightsville, Georgia.

11. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of One Hundred and Sixty-Four Dollars (\$164.00) to the Office of the Attorney General on behalf of James Rice of Pearland, Texas.

12. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Forty-Nine Dollars and Fifty-One Cents (\$49.51) to the Office of the Attorney General on behalf of Otto Zuckschwedrdt of Nampa, Idaho.

13. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

14. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

15. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

16. The Office of the Attorney General shall file this Assurance with the Circuit Court of Jackson County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 3rd day of February, 2005.

STATE OF INDIANA

STEVE CARTER
Indiana Attorney General


By:

Terry Tolliver
Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of the Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3300

RESPONDENT

JEFF FOSTER

APPROVED this 10th day of Feb, 2005.



Judge, Jackson County Circuit Court

Distribution:

Terry Tolliver
Office of the Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204

Jeff Foster
475 South O'Brien Street, #9
Seymour, IN 47274-2459